



State of Utah

DEPARTMENT OF NATURAL RESOURCES
DIVISION OF OIL, GAS AND MINING

Norman H. Bangerter

Governor

Dee C. Hansen

Executive Director

Dianne R. Nielson, Ph.D.

Division Director

355 West North Temple

3 Triad Center, Suite 350

Salt Lake City, Utah 84180-1203

801-538-5340

DOGMI
MINERALS PROGRAM
FILE COPY

April 9, 1990

Ms. Libby DeVisscher
Claims Manager
Pacific Coast Building Products
3001 I Street
P.O. Box 160488
Sacramento, California 95816

Dear Ms. DeVisscher:

Re: Permit Transfer and Reclamation Surety Information, Interstate Brick Company Mines, M/003/004, M/031/002, M/035/003, M/045/006, M/049/002, M/049/003, M/049/004, M/049/005, Box Elder, Piute, Tooele and Utah Counties, Utah

Pursuant to your request for information relating to the reclamation bonding of Interstate Brick Company's (IBC) mines in Utah, I have enclosed a package enumerating the approved bonds for a number of the mines currently under IBC's control. Subsequent to purchase of any of the IBC's mines, Pacific Coast Building Products (PCBP), must apply to the Division of Oil, Gas and Mining for a formal transfer of all appropriate mine permits.

In order to secure approval for a permit transfer, a replacement form and amount of reclamation surety must be approved by the Board of Oil, Gas and Mining. Upon the Division's receipt of the replacement sureties, they would then be presented to the Board during their next scheduled monthly hearing. Appropriate forms of reclamation surety include corporate surety bonds, C.D.'s, cash, irrevocable letters of credit, escrow accounts, and self-bonding contracts. This is not an "all inclusive" list of acceptable forms of reclamation sureties.

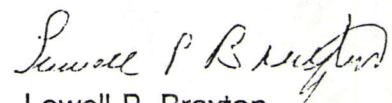
I have enclosed a copy of the reclamation surety section of our regulations for your reference. While the Board reviews the merits of each self-bonding request, my feeling is that the Board considers approval of a self-bond as an unusual circumstance given the other surety options allowed under the Utah program.

Page 2
Ms. Libby DeVisscher
Permit Transfer
April 9, 1990

You have requested information regarding the Division's Irrevocable Letter of Credit (ILOC) form of surety. As Mr. Wayne Hedberg indicated to you by telephone on March 22, 1990, our legal counsel has recently revised the ILOC language which is now undergoing administrative review. I have enclosed a copy of the latest draft proposed ILOC language for your reference. Keep in mind, that this is a draft and may be subject to some change before it is finalized. We hope to have a complete administrative review by the end of the April.

It is my understanding, that Mr. Jerry North of IBC has met with Wayne Hedberg concerning acquisition of the appropriate permit transfer forms and reclamation contract forms. Mr. North will complete those portions which pertain to IBC's obligations, and then forward them to your company for appropriate processing. Wayne Hedberg will be the permit supervisor in charge of processing your permit transfer request. Feel free to contact him if you have any questions concerning the transfer process. If you have questions about bonding options, please discuss these with Pam Grubaugh-Littig or Mr. Hedberg.

Sincerely,


Lowell P. Braxton
Associate Director, Mining

jb
Enclosures
cc: Lance Jackson, IBC
Wayne Hedberg
Pam Grubaugh-Littig
WMN1/4-5

File Number M/031/002

Effective Date _____

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
DIVISION of OIL, GAS and MINING
355 West North Temple
3 Triad Center, Suite 350
Salt Lake City, Utah 84180-1203
(801) 538-5340

RECLAMATION CONTRACT

---ooOoo---

For the purpose of this RECLAMATION CONTRACT the terms below are defined as follows:

"NOTICE OF INTENTION" (NOI): (File No.) M/031/002
(Mineral Mined) Clay

"MINE LOCATION":
(Name of Mine) Koosharem
(Description) _____

"DISTURBED AREA":
(Disturbed Acres) 6.5 acres
(Legal Description) (refer to Attachment "A")

"OPERATOR":
(Company or Name) INTERSTATE BRICK COMPANY
(Address) 9780 South 5200 West
West Jordan UT 84084
(Phone) (801) 561-1471

"OPERATOR'S REGISTERED AGENT":

(Name)
(Address)

Interstate Brick Company
9780 S 5200 W
West Jordan UT 84084

(Phone)

"OPERATOR'S OFFICER(S)":

(801) 561-1471
David Lucchetti, President
Pacific Coast Building Products
(916) 444-9304

"SURETY":

(Form of Surety - Exhibit B)

Surety Bond

"SURETY COMPANY":

(Name, Policy or Acct. No.)

St. Paul Fire and Marine Insurance Co.
Bond # A

"SURETY AMOUNT":

(Escalated Dollars)

\$37,300 * (\$20,300 required)**

"ESCALATION YEAR":

1995 dollars

"STATE":

State of Utah

"DIVISION":

Division of Oil, Gas and Mining

"BOARD":

Board of Oil, Gas and Mining

EXHIBITS:

A "DISTURBED AREA":

B "SURETY":

Revision Dates:

* Operator posted \$37,300 (1995 dollars) on 10/25/90 for proposed 15 acres disturbance
** \$20,300 DOGM requires for 6.5 actual acres disturbed (1996 dollars)

This Reclamation Contract (hereinafter referred to as "Contract") is entered into between Operator and the Board.

WHEREAS, Operator desires to conduct mining operations under Notice of Intention (NOI) File No. M/031/002 which has been approved by the Division under the Utah Mined Land Reclamation Act, Sections 40-8-1 et seq., Utah Code Annotated, (1953, as amended) (hereinafter referred to as "Act") and implementing rules; and

WHEREAS, Operator is obligated to reclaim the Disturbed Area in accordance with Operator's approved Reclamation Plan and Operator is obligated to provide surety in form and amount approved by the Board, to assure reclamation of the Disturbed Area.

NOW, THEREFORE, the Board and the Operator agree as follows:

1. Operator agrees to conduct reclamation of the Disturbed Area in accordance with the Act and implementing regulations, the Notice of Intention, and the Reclamation Plan.
2. Concurrent with the execution hereof, Operator has provided surety to assure that reclamation is conducted, in form and amount acceptable to the Board, which surety is in the form of the surety attached hereto as Exhibit B and made a part hereof. The surety shall remain in full force and effect according to its terms unless modified by the Board in writing. If the surety contract expressly provides for cancellation, then, not less than 30 days, prior to the expiration date of the surety, the Operator shall provide a replacement surety in a form and amount acceptable to the Board. If the Operator fails to so provide an acceptable replacement surety, the Division may order the Operator to cease further mining activities and to begin reclamation of the site. In addition, if the Operator fails to so provide an acceptable replacement surety, the Division may call or draw upon the full amount of existing surety prior to cancellation or expiration.
3. Operator agrees to pay public liability and property damage claims resulting from mining as determined by the Board or the Division, to the extent provided in the Act.
4. Operator agrees to perform all duties and fulfill all reclamation requirements applicable to the mine as required by the Act and implementing rules, the Notice of Intention, and the Reclamation Plan.
5. The Operator's liability under this Contract shall continue in full force and effect until the Division certifies that the Operator has reclaimed the Disturbed Area in accordance with the Act and implementing rules, the Notice of Intention and the Reclamation Plan.
6. Operator agrees to indemnify and hold harmless the State, Board and Division from any claim, demand, liability, cost charge, suit, or obligation of whatsoever nature arising from the failure to Operator or Operator's agents, and employees, or contractor to comply with this Contract.
7. Operator may, at any time, submit a request to the Board to substitute surety. The Board, in its sole judgment and discretion, may approve such substitution if the substitute surety meets the requirements of the Act and the implementing rules.

8. This Contract shall be governed and construed in accordance with the laws of the State.
9. If Operator shall default in the performance of its obligations hereunder, Operator agrees to pay all costs and expenses, including attorneys fees and costs incurred by the Division and/or the Board in the enforcement of this Contract.
10. Any breach of the provisions of this Contract by Operator may, at the discretion of the Division, result in an order to cease mining operations. After opportunity for notice and hearing, the Division, or Board, as appropriate, may revoke the Notice of Intention, order reclamation, or order forfeiture of the Surety, or take such other action as is authorized by law.
11. In the event of forfeiture of the Surety, Operator shall be liable for any additional costs in excess of the surety amount which are required to comply with this Contract. Any excess monies resulting from forfeiture of the Surety, upon completion of reclamation and compliance with this Contract, shall be returned to the rightful claimant.
12. This Contract represents the entire agreement of the parties involved, and any modification must be approved in writing by the parties involved.
13. Each signatory below represents that he/she is authorized to execute this Contract on behalf of the named party.

SO AGREED this _____ day of _____ 19 _____.

APPROVED AS TO FORM AND AMOUNT OF SURETY:

BY _____
James W. Carter, Chairman
Board of Oil, Gas and Mining

DIVISION OF OIL, GAS AND MINING:

By _____
Dianne R. Nielson, Director

Date

STATE OF _____)
COUNTY OF _____) ss:

On the _____ day of _____, 19 _____, personally appeared before me, who being duly sworn did say that he/she, the said _____ is the Director of the Division of Oil, Gas and Mining, Department of Natural Resources, State of Utah, and he/she duly acknowledge to me that he/she executed the foregoing document by authority of law on behalf of the State of Utah.

Notary Public
Residing at: _____

My Commission Expires:

OPERATOR:

Pacific Coast Building Products, Inc., dba

Operator Name: Interstate Brick

By

Nick Kalanges CFO.
Corporate Officer Position

August 9, 1990

Date

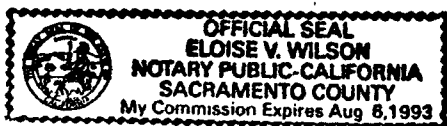
Nick Kalanges Chief Financial Officer

STATE OF CALIFORNIA)

COUNTY OF SACRAMENTO)

ss:

On the ninth day of August, 19 90, personally
appeared before me Nick Kalanges who being
by me duly sworn did say that he/she, the said Nick Kalanges
is the Chief Financial Officer of P.C.B.P. dba Interstate Brick
and duly acknowledged that said instrument was signed on behalf of said company by
authority of its bylaws or a resolution of its board of directors and said
Nick Kalanges duly acknowledged to me that said
company executed the same.

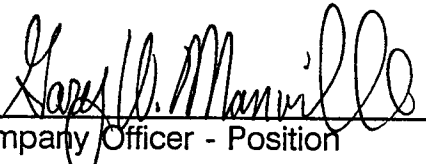


Eloise V. Wilson
Notary Public
Residing at: 3001 I Street
Sacramento, CA 95816

August 6, 1993
My Commission Expires:

SURETY:

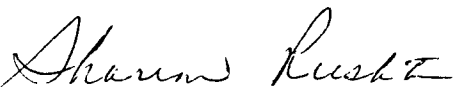
St. Paul Fire and Marine Insurance Company
Surety Company

By 
Company Officer - Position
Gary W. Manville Attorney-in-Fact

August 1, 1990
Date

STATE OF Utah)
COUNTY OF Salt Lake) ss:

On the 1st day of August, 19 90, personally
appeared before me Gary W. Manville who being
by me duly sworn did say that he/she, the said Gary W. Manville
is the Attorney-in-Fact of St. Paul Fire and Marine Ins. Co.
and duly acknowledged that said instrument was signed on behalf of said company by
authority of its bylaws or a resolution of its board of directors and said
Gary W. Manville duly acknowledged to me that said
company executed the same.


Notary Public Sharron Rushton
Residing at: 649 East South Temple
SLC, UT 84102

7-1-91
My Commission Expires:

NOTE: An affidavit of Qualification must be completed and attached to this form
for each authorized agent or officer. Where one signs by virtue of Power of Attorney for
a company, such Power of Attorney must be filed with this Contract.

Attachment "A"

(detailed legal description)

SE1/4, SE1/4, SE1/4 and E1/2, SW1/4, SE1/4, SE1/4 of
Section 2, T27S, R2W
SLBM

Legend:

- 1- Present mining area
- 1a. stockpile/reload pad
- 2- Topsoil stock pile
- 3- Spoil piles
- 4- Areas that have self reseeded-flat area
- 5- High wall area from past mining
- 6- Pack down areas
- 7- Scale

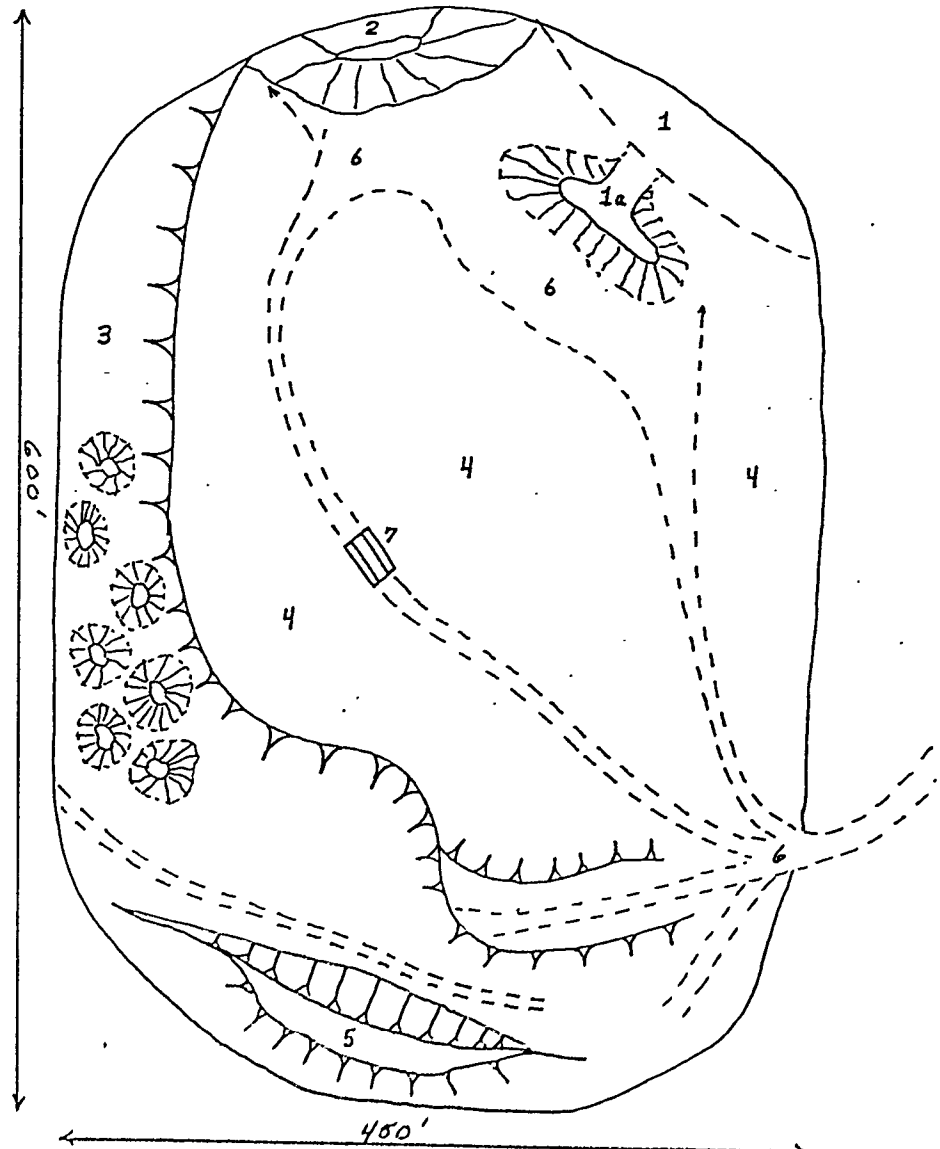


EXHIBIT B

MR FORM 5

February 1990
(Noncoal)

THIS BOND REPLACES # U0302610
ISSUED WITH UNITED PACIFIC INS.
CO.

Bond Number _____
Permit Number M/031/002
Mine Name Koosharem

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF OIL, GAS AND MINING
355 West North Temple
3 Triad Center, Suite 350
Salt Lake City, Utah 84180-1203
(801) 538-5340

THE MINED LAND RECLAMATION ACT

SURETY BOND

The undersigned Interstate Brick Company
as Principal, and St. Paul Fire and Marine Insurance Company
as Surety Company, hereby jointly and severally bind ourselves, our heirs,
administrators, executors, successors, and assigns unto the State of Utah,
Division of Oil, Gas and Mining (Division) in the penal sum of Twenty Three Thousand
Twenty Two and No/ dollars (\$ 23,022.00).

The Principal estimated in the Mining and Reclamation Plan approved by the
Division on the 1st day of June, 1988, that 15
acres of land will be disturbed by this mining operation in the State of Utah.

Obligations guaranteed by this performance bond shall be in effect for the
following described lands:
Lots 1 and 2; SW $\frac{1}{4}$ of NE $\frac{1}{4}$, SE $\frac{1}{4}$ of NE $\frac{1}{4}$, NW $\frac{1}{4}$ of SE $\frac{1}{4}$, NE $\frac{1}{4}$ of SE $\frac{1}{4}$,
SW $\frac{1}{4}$ of SE $\frac{1}{4}$, SE $\frac{1}{4}$ of SE $\frac{1}{4}$ T. 27 S., R. 2 W., Section 2, 11M

When the Division has determined that the Principal has satisfactorily
reclaimed the above-mentioned lands affected by mining in accordance with the
approved Mining and Reclamation Plan and has faithfully performed all
requirements of the Mined Land Reclamation Act, and complied with the Rules
and Regulations adopted in accordance therewith, then this obligation shall be
void; otherwise it shall remain in full force and effect until the reclamation
is completed as outlined in the approved Mining and Reclamation Plan.

If the approved plan provides for reclamation of the land affected on a
piecemeal or cyclic basis, and the land is reclaimed in accordance with such
plan, then this bond may be reduced periodically.

In the converse, if the plan provides for a gradual increase in the area
of the land affected or increased reclamation work, then this bond may
accordingly be increased with the written approval of the Surety Company.

This bond may be cancelled by the Surety Company after ninety (90) days following receipt by the Division and the Principal of written notice of such cancellation. The Surety Company's liability shall then, at the expiration of said ninety (90) days, cease and terminate except that the Surety Company will retain liability for any outstanding reclamation obligation of the Principal existing prior to the termination of the Bond.

The Surety Company and their successors and assigns agree to guarantee said obligation and to indemnify, defend, and hold harmless the Division from any and all expenses which the Division may sustain as a result of the Principal's failure to comply with the condition(s) of the obligation.

The Surety Company will give prompt notice to the Principal and to the Division of any notice received or action filed alleging the insolvency or bankruptcy of the Surety Company, or alleging any violations or regulatory requirements which could result in suspension or revocation of the Surety Company's license to do business.

Dated this 26th day of March, 19 90.

State of Utah
Board of Oil, Gas and Mining

Gregory P. Williams, Chairman

IN WITNESS WHEREOF, the Principal and Surety hereunto set their signatures and seals as of the dates set forth below.

Date 3-26-90

Interstate Brick Company
Principal (Permittee)

By: Nick Kalangas

Title: CHIEF FINANCIAL OFFICER

Date 3-26-90

St. Paul Fire and Marine Insurance Company
Surety Company

By: Gary W. Manville

Title: Gary W. Manville Attorney-in-Fact

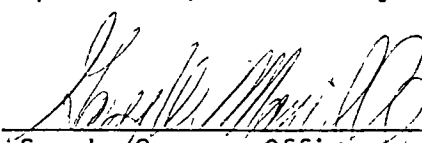
APPROVED AS TO FORM:

By: _____
Assistant Attorney General

NOTE: Where one signs by virtue of Power of Attorney for a Surety Company, such Power of Attorney must be filed with this bond. If the Operator is a corporation, the bond shall be executed by its duly authorized officer.

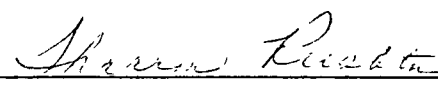
AFFIDAVIT OF QUALIFICATION

Gary W. Manville, being first duly sworn, on oath deposes and says that he/she is the (officer or agent) Attorney-in-Fact of said Surety Company, and that he/she is duly authorized to execute and deliver the foregoing obligations; that said Surety Company is authorized to execute the same and has complied in all respects with the laws of Utah in reference to becoming sole surety upon bonds, undertakings and obligations.

Signed: 
Surety Company Officer

Title: Gary W. Manville Attorney-in-Fact

Subscribed and sworn to before me this 26th day of March, 1990.


Sharron Rushton Notary Public

My Commission Expires:

July 1, 1991.

For verification of the authenticity of this Power of Attorney, you may telephone toll free 1-800-328-2189 and ask for the Power of Attorney Clerk. Please refer to the Certificate of Authority No. and the named individual(s).

1452903

GENERAL POWER OF ATTORNEY - CERTIFIED COPY
(Original on File at Home Office of Company. See Certification.)

KNOW ALL MEN BY THESE PRESENTS: That **St. Paul Fire and Marine Insurance Company**, a corporation organized and existing under the laws of the State of Minnesota, having its principal office in the City of St. Paul, Minnesota, does hereby constitute and appoint:

Jean M. Lambourne, Gary W. Manville, Edward F. Folland,
Edward B. Moreton, L. Kent Bills, William R. Moreton,
Joyce R. Hartley, Jonathan M. Jepsen, individually, Salt Lake City, Utah

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise,

NOT TO EXCEED IN PENALTY THE SUM OF TEN MILLION (\$10,000,000) EACH

and the execution of all such instrument(s) in pursuance of these presents, shall be as binding upon said **St. Paul Fire and Marine Insurance Company**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be certified to and may be revoked, pursuant to and by authority of Article V, Section 6(C), of the By-Laws adopted by the Shareholders of **ST. PAUL FIRE AND MARINE INSURANCE COMPANY** at a meeting called and held on the 28th day of April, 1978, of which the following is a true transcript of said Section 6(C):

- "The President or any Vice President, Assistant Vice President, Secretary or Service Center General Manager shall have power and authority
- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and
 - (2) To appoint special Attorneys-in-fact, who are hereby authorized to certify to copies of any power-of-attorney issued in pursuance of this section and/or any of the By-Laws of the Company, and
 - (3) To remove, at any time, any such Attorney-in-fact or Special Attorney-in-fact and revoke the authority given him."

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 6th day of May, 1959, of which the following is a true excerpt:

"Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."



IN TESTIMONY WHEREOF, **St. Paul Fire and Marine Insurance Company** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 20th day of April, A.D. 1990.

STATE OF MINNESOTA } ss.
County of Ramsey

ST. PAUL FIRE AND MARINE INSURANCE COMPANY

David Litzkow
DAVID LITZKOW, Vice President

On this 30th day of July, 19 90, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said that he/she is the therein described and authorized officer of **St. Paul Fire and Marine Insurance Company**; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his/her signature were duly affixed by order of the Board of Directors of said Company.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the city of St. Paul, Minnesota, the day and year first above written.

Mary C. Stemper

MARY C. STEMPER, Notary Public, Ramsey County, MN
My Commission Expires November 1, 1990

CERTIFICATION

I, the undersigned officer of **St. Paul Fire and Marine Insurance Company**, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the **ORIGINALS ON FILE IN THE HOME OFFICE OF SAID COMPANY**, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.



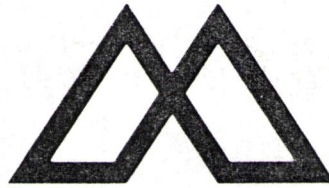
IN TESTIMONY WHEREOF, I have hereunto set my hand this

1st day of August, 19 90.

Jerome H. Noldin
JEROME H. NOLDIN, Secretary

Only a certified copy of Power of Attorney bearing the Certificate of Authority No. printed in red on the upper right corner is binding. Photocopies, carbon copies or other reproductions of this document are invalid and not binding upon the Company.

ANY INSTRUMENT ISSUED IN EXCESS OF THE PENALTY AMOUNT STATED ABOVE IS TOTALLY VOID AND WITHOUT ANY VALIDITY.



FRED A. MORETON & COMPANY

INSURANCE — SURETY BONDS — EMPLOYEE BENEFITS

RECEIVED
MAY 17 1990

DIVISION OF
OIL, GAS & MINING

April 6, 1990

TO: Pamela Grubaugh-Littig, Permit Supervisor
State of Utah
Division of Oil, Gas & Mining
355 West North Temple
3 Triad Center, Suite 350
Salt Lake City, Utah 84180-1203

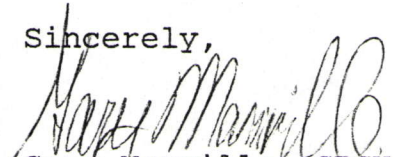
RE: Interstate Brick Company
Koosharem Mine, Permit #M/031/002
Original Bond: # , United Pacific Insurance
Company
Replacement Bond: # , St. Paul Fire &
Marine Insurance Company

Dear Ms. Grubaugh-Littig:

The attached bond is being issued as a replacement for the original. As you know, the ownership of Interstate Brick changed, effective March 26, 1990.

Please send us written acknowledgement that effective March 26, 1990, the State recognizes Bond # of the St. Paul Fire & Marine Insurance Company as the bond protecting its interest in the captioned mining property, and that the State releases Bond # of United Pacific Insurance Company from any liability subsequent to March 26, 1990.

Sincerely,


Gary Manville, CPCU
Surety Manager

ks



649 EAST SOUTH TEMPLE, P.O. BOX 58139, SALT LAKE CITY, UTAH 84158-0139

Telephone: (801) 531-1234 • Easylink: (USA) 62879947 • TWX: (Internat'l.) 5101004903 • Fax: (801) 531-6117